SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM	SUPPLIES AND/OR SERVICES BASE YEAR (FY 00)
0001	ENGINEERING SERVICES, SHIP ALTERATION (SHIPALT) DEVELOPMENT AND INSTALLATION SUPPORT
0001AA	FOR USE WITH OPN FUNDS
0001AB	FOR USE WITH O&MN FUNDS
0001AC	FOR USE WITH EX2 O&MN FUNDS
0001AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0001AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0001AF	FOR USE WITH RDT&E FUNDS
0001AG	FOR USE WITH WPN FUNDS
0001AH	FOR USE WITH OPN C4I FUNDS
0001AJ	FOR USE WITH O&MN C4I FUNDS
0001AK	FOR USE WITH SCN FUNDS
0002	PLANNING YARD OPERATION CYCLE INTEGRATION AND PROGRAM MANAGEMENT SUPPORT
0002AA	FOR USE WITH OPN FUNDS
0002AB	FOR USE WITH O&MN FUNDS
0002AC	FOR USE WITH EX2 O&MN FUNDS
0002AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0002AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0002AF	FOR USE WITH RDT&E FUNDS
0002AG	FOR USE WITH WPN FUNDS
0002AH	FOR USE WITH OPN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES BASE YEAR (FY 00) (cont.)
0002AJ	FOR USE WITH O&MN C4I FUNDS
0002AK	FOR USE WITH SCN FUNDS
0003	LONG RANGE PLANNING SUPPORT
0003AA	FOR USE WITH OPN FUNDS
0003AB	FOR USE WITH O&MN FUNDS
0003AC	FOR USE WITH EX2 O&MN FUNDS
0003AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0003AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0003AF	FOR USE WITH RDT&E FUNDS
0003AG	FOR USE WITH WPN FUNDS
0003AH	FOR USE WITH OPN C41 FUNDS
0003AJ	FOR USE WITH O&MN C4I FUNDS
0003AK	FOR USE WITH SCN FUNDS
0004	PLANNING YARD TYPE COMMANDER SUPPORT
0004AA	FOR USE WITH OPN FUNDS
0004AB	FOR USE WITH O&MN FUNDS
0004AC	FOR USE WITH EX2 O&MN FUNDS
0004AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0004AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0004AF	FOR USE WITH RDT&E FUNDS
0004AG	FOR USE WITH WPN FUNDS
0004AH	FOR USE WITH OPN C41 FUNDS

ITEM	SUPPLIES AND/OR SERVICES BASE YEAR (FY 00) (cont.)
0004AJ	FOR USE WITH O&MN C4I FUNDS
0004AK	FOR USE WITH SCN FUNDS
0005	SHIP CONFIGURATION AND LOGISTIC SUPPORT INFORMATION SYSTEM (SCLSIS) AND CONFIGURATION DATA MANAGEMENT (CDM) SUPPORT
0005AA	FOR USE WITH OPN FUNDS
0005AB	FOR USE WITH O&MN FUNDS
0005AC	FOR USE WITH EX2 O&MN FUNDS
0005AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0005AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0005AF	FOR USE WITH RDT&E FUNDS
0005AG	FOR USE WITH WPN FUNDS
0005AH	FOR USE WITH OPN C4I FUNDS
0005AJ	FOR USE WITH O&MN C4I FUNDS
0005AK	FOR USE WITH SCN FUNDS
0006	RESEARCH ENGINEERING
0006AA	FOR USE WITH OPN FUNDS
0006AB	FOR USE WITH O&MN FUNDS
0006AC	FOR USE WITH EX2 O&MN FUNDS
0006AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0006AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0006AF	FOR USE WITH RDT&E FUNDS
0006AG	FOR USE WITH WPN FUNDS

ITEM	SUPPLIES AND/OR SERVICES BASE YEAR (FY 00) (cont.)
0006AH	FOR USE WITH OPN C4I FUNDS
0006AJ	FOR USE WITH O&MN C4I FUNDS
0006AK	FOR USE WITH SCN FUNDS
0007	PLANNING YARD CONTINUOUS ACQUISITION AND LIFE-CYCLE SUPPORT (CALS) INITIATIVES SUPPORT
0007AA	FOR USE WITH OPN FUNDS
0007AB	FOR USE WITH O&MN FUNDS
0007AC	FOR USE WITH EX2 O&MN FUNDS
0007AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0007AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0007AF	FOR USE WITH RDT&E FUNDS
0007AG	FOR USE WITH WPN FUNDS
0007AH	FOR USE WITH OPN C41 FUNDS
0007AJ	FOR USE WITH O&MN C4I FUNDS
0007AK	FOR USE WITH SCN FUNDS
8000	DATA FOR ITEMS 0001-0007 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Items 0001-0007.
0009	Provisioned Items Order (PIO) and other Planning Yard Material (See Note A)
0009AA	FOR USE WITH OPN FUNDS
0009AB	FOR USE WITH O&MN FUNDS
0009AC	FOR USE WITH EX2 O&MN FUNDS
0009AD	FOR USE WITH O&MN CINCLANTFLT FUNDS

ITEM	SUPPLIES AND/OR SERVICES BASE YEAR (FY 00) (cont.)
0009AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0009AF	FOR USE WITH RDT&E FUNDS
0009AG	FOR USE WITH WPN FUNDS
0009AH	FOR USE WITH OPN C4I FUNDS
0009AJ	FOR USE WITH O&MN C4I FUNDS
0009AK	FOR USE WITH SCN FUNDS
0010	PROVISIONING TECHNICAL DOCUMENTATION (See DD Form 1423, Exhibit"B", attached hereto). Price* included in price for Item 0009.
0011	PROVIDE SERVICES AS A TECHNICAL MANUAL MAINTENANCE ACTIVITY (TMMA)
	ACIIVIII (IMMA)
0011AA	FOR USE WITH OPN FUNDS
0011AA 0011AB	FOR USE WITH OPN FUNDS
	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS
0011AB	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS
0011AB 0011AC	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS
0011AB 0011AC 0011AD	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS
0011AB 0011AC 0011AD 0011AE	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS FOR USE WITH O&MN CINCPACFLT FUNDS FOR USE WITH RDT&E FUNDS
0011AB 0011AC 0011AD 0011AE 0011AF	FOR USE WITH OPN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS FOR USE WITH O&MN CINCPACFLT FUNDS FOR USE WITH RDT&E FUNDS FOR USE WITH WPN FUNDS
0011AB 0011AC 0011AD 0011AE 0011AF	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS FOR USE WITH O&MN CINCPACFLT FUNDS FOR USE WITH RDT&E FUNDS FOR USE WITH WPN FUNDS FOR USE WITH OPN C41 FUNDS

SUPPLIES AND/OR SERVICES BASE YEAR (FY 00) (cont.)

0012 DATA FOR ITEM 0011 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Item 0011.

*As used in this contract, "price" means estimated cost plus fee.

ITEM	SUPPLIES AND/OR SERVICES OPTION I (FY 01) (See Note B)
0101	ENGINEERING SERVICES, SHIP ALTERATION (SHIPALT) DEVELOPMENT AND INSTALLATION SUPPORT
0101AA	FOR USE WITH OPN FUNDS
0101AB	FOR USE WITH O&MN FUNDS
0101AC	FOR USE WITH EX2 O&MN FUNDS
0101AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0101AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0101AF	FOR USE WITH RDT&E FUNDS
0101AG	FOR USE WITH WPN FUNDS
0101AH	FOR USE WITH OPN C41 FUNDS
0101AJ	FOR USE WITH O&MN C4I FUNDS
0101AK	FOR USE WITH SCN FUNDS
0102	PLANNING YARD OPERATION CYCLE INTEGRATION AND PROGRAM MANAGEMENT SUPPORT
0102AA	FOR USE WITH OPN FUNDS
0102AB	FOR USE WITH O&MN FUNDS
0102AC	FOR USE WITH EX2 O&MN FUNDS
0102AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0102AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0102AF	FOR USE WITH RDT&E FUNDS
0102AG	FOR USE WITH WPN FUNDS
0102AH	FOR USE WITH OPN C4I FUNDS
0102AJ	FOR USE WITH O&MN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION I (FY 01) (cont.)
0102AK	FOR USE WITH SCN FUNDS
0103	LONG RANGE PLANNING SUPPORT
0103AA	FOR USE WITH OPN FUNDS
0103AB	FOR USE WITH O&MN FUNDS
0103AC	FOR USE WITH EX2 O&MN FUNDS
0103AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0103AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0103AF	FOR USE WITH RDT&E FUNDS
0103AG	FOR USE WITH WPN FUNDS
0103AH	FOR USE WITH OPN C41 FUNDS
0103AJ	FOR USE WITH O&MN C4I FUNDS
0103AK	FOR USE WITH SCN FUNDS
0104	PLANNING YARD TYPE COMMANDER SUPPORT
0104AA	FOR USE WITH OPN FUNDS
0104AB	FOR USE WITH O&MN FUNDS
0104AC	FOR USE WITH EX2 O&MN FUNDS
0104AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0104AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0104AF	FOR USE WITH RDT&E FUNDS
0104AG	FOR USE WITH WPN FUNDS
0104AH	FOR USE WITH OPN C41 FUNDS
0104AJ	FOR USE WITH O&MN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION I (FY 01) (cont.)
0104AK	FOR USE WITH SCN FUNDS
0105	SHIP CONFIGURATION AND LOGISTIC SUPPORT INFORMATION SYSTEM (SCLSIS) AND CONFIGURATION DATA MANAGEMENT (CDM) SUPPORT
0105AA	FOR USE WITH OPN FUNDS
0105AB	FOR USE WITH O&MN FUNDS
0105AC	FOR USE WITH EX2 O&MN FUNDS
0105AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0105AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0105AF	FOR USE WITH RDT&E FUNDS
0105AG	FOR USE WITH WPN FUNDS
0105AH	FOR USE WITH OPN C41 FUNDS
0105AJ	FOR USE WITH O&MN C4I FUNDS
0105AK	FOR USE WITH SCN FUNDS
0106	RESEARCH ENGINEERING
0106AA	FOR USE WITH OPN FUNDS
0106AB	FOR USE WITH O&MN FUNDS
0106AC	FOR USE WITH EX2 O&MN FUNDS
0106AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0106AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0106AF	FOR USE WITH RDT&E FUNDS
0106AG	FOR USE WITH WPN FUNDS
0106AH	FOR USE WITH OPN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION I (FY 01) (cont.)
0106AJ	FOR USE WITH O&MN C4I FUNDS
0106AK	FOR USE WITH SCN FUNDS
0107	PLANNING YARD CONTINUOUS ACQUISITION AND LIFE-CYCLE SUPPORT (CALS) INITIATIVES SUPPORT
0107AA	FOR USE WITH OPN FUNDS
0107AB	FOR USE WITH O&MN FUNDS
0107AC	FOR USE WITH EX2 O&MN FUNDS
0107AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0107AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0107AF	FOR USE WITH RDT&E FUNDS
0107AG	FOR USE WITH WPN FUNDS
0107AH	FOR USE WITH OPN C41 FUNDS
0107AJ	FOR USE WITH O&MN C4I FUNDS
0107AK	FOR USE WITH SCN FUNDS
0108	DATA FOR ITEMS 0001-0007 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Items 0001-0007.
0109	Provisioned Items Order (PIO) and other Planning Yard Material (See Note A)
0109AA	FOR USE WITH OPN FUNDS
0109AB	FOR USE WITH O&MN FUNDS
0109AC	FOR USE WITH EX2 O&MN FUNDS
0109AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0109AE	FOR USE WITH O&MN CINCPACFLT FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION I (FY 01) (cont.)
0109AF	FOR USE WITH RDT&E FUNDS
0109AG	FOR USE WITH WPN FUNDS
0109AH	FOR USE WITH OPN C4I FUNDS
0109AJ	FOR USE WITH O&MN C4I FUNDS
0109AK	FOR USE WITH SCN FUNDS
0110	PROVISIONING TECHNICAL DOCUMENTATION (See DD Form 1423, Exhibit"B", attached hereto). Price* included in price for Item 0009.
0111	PROVIDE SERVICES AS A TECHNICAL MANUAL MAINTENANCE ACTIVITY (TMMA)
0111AA	FOR USE WITH OPN FUNDS
0111AB	FOR USE WITH O&MN FUNDS
0111AC	FOR USE WITH EX2 O&MN FUNDS
0111AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0111AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0111AF	FOR USE WITH RDT&E FUNDS
0111AG	FOR USE WITH WPN FUNDS
0111AH	FOR USE WITH OPN C41 FUNDS
0111AJ	FOR USE WITH O&MN C4I FUNDS
0111AK	FOR USE WITH SCN FUNDS
0112	DATA FOR ITEM 0111 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Item 0011.
	*As used in this contract, "price" means estimated cost

SECTION B

plus fee.

ITEM	SUPPLIES AND/OR SERVICES OPTION II (FY 02) (See Note B)
0201	ENGINEERING SERVICES, SHIP ALTERATION (SHIPALT) DEVELOPMENT AND INSTALLATION SUPPORT
0201AA	FOR USE WITH OPN FUNDS
0201AB	FOR USE WITH O&MN FUNDS
0201AC	FOR USE WITH EX2 O&MN FUNDS
0201AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0201AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0201AF	FOR USE WITH RDT&E FUNDS
0201AG	FOR USE WITH WPN FUNDS
0201AH	FOR USE WITH OPN C41 FUNDS
0201AJ	FOR USE WITH O&MN C4I FUNDS
0201AK	FOR USE WITH SCN FUNDS
0202	PLANNING YARD OPERATION CYCLE INTEGRATION AND PROGRAM MANAGEMENT SUPPORT
0202AA	FOR USE WITH OPN FUNDS
0202AB	FOR USE WITH O&MN FUNDS
0202AC	FOR USE WITH EX2 O&MN FUNDS
0202AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0202AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0202AF	FOR USE WITH RDT&E FUNDS
0202AG	FOR USE WITH WPN FUNDS
0202AH	FOR USE WITH OPN C41 FUNDS
0202AJ	FOR USE WITH O&MN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION II (FY 02) (cont.)
0202AK	FOR USE WITH SCN FUNDS
0203	LONG RANGE PLANNING SUPPORT
0203AA	FOR USE WITH OPN FUNDS
0203AB	FOR USE WITH O&MN FUNDS
0203AC	FOR USE WITH EX2 O&MN FUNDS
0203AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0203AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0203AF	FOR USE WITH RDT&E FUNDS
0203AG	FOR USE WITH WPN FUNDS
0203AH	FOR USE WITH OPN C41 FUNDS
0203AJ	FOR USE WITH O&MN C4I FUNDS
0203AK	FOR USE WITH SCN FUNDS
0204	PLANNING YARD TYPE COMMANDER SUPPORT
0204AA	FOR USE WITH OPN FUNDS
0204AB	FOR USE WITH O&MN FUNDS
0204AC	FOR USE WITH EX2 O&MN FUNDS
0204AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0204AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0204AF	FOR USE WITH RDT&E FUNDS
0204AG	FOR USE WITH WPN FUNDS
0204AH	FOR USE WITH OPN C41 FUNDS
0204AJ	FOR USE WITH O&MN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION II (FY 02) (cont.)
0204AK	FOR USE WITH SCN FUNDS
0205	SHIP CONFIGURATION AND LOGISTIC SUPPORT INFORMATION SYSTEM (SCLSIS) AND CONFIGURATION DATA MANAGEMENT (CDM) SUPPORT
0205AA	FOR USE WITH OPN FUNDS
0205AB	FOR USE WITH O&MN FUNDS
0205AC	FOR USE WITH EX2 O&MN FUNDS
0205AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0205AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0205AF	FOR USE WITH RDT&E FUNDS
0205AG	FOR USE WITH WPN FUNDS
0205AH	FOR USE WITH OPN C4I FUNDS
0205AJ	FOR USE WITH O&MN C4I FUNDS
0205AK	FOR USE WITH SCN FUNDS
0206	RESEARCH ENGINEERING
0206AA	FOR USE WITH OPN FUNDS
0206AB	FOR USE WITH O&MN FUNDS
0206AC	FOR USE WITH EX2 O&MN FUNDS
0206AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0206AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0206AF	FOR USE WITH RDT&E FUNDS
0206AG	FOR USE WITH WPN FUNDS
0206AH	FOR USE WITH OPN C41 FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION II (FY 02) (cont.)
0206AJ	FOR USE WITH O&MN C41 FUNDS
0206AK	FOR USE WITH SCN FUNDS
0207	PLANNING YARD CONTINUOUS ACQUISITION AND LIFE-CYCLE SUPPORT (CALS) INITIATIVES SUPPORT
0207AA	FOR USE WITH OPN FUNDS
0207AB	FOR USE WITH O&MN FUNDS
0207AC	FOR USE WITH EX2 O&MN FUNDS
0207AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0207AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0207AF	FOR USE WITH RDT&E FUNDS
0207AG	FOR USE WITH WPN FUNDS
0207AH	FOR USE WITH OPN C4I FUNDS
0207AJ	FOR USE WITH O&MN C4I FUNDS
0207AK	FOR USE WITH SCN FUNDS
0208	DATA FOR ITEMS 0201-0207 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Items 0201-0207.
0209	Provisioned Items Order (PIO) and other Planning Yard Material (See Note A)
0209AA	FOR USE WITH OPN FUNDS
0209AB	FOR USE WITH O&MN FUNDS
0209AC	FOR USE WITH EX2 O&MN FUNDS
0209AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0209AE	FOR USE WITH O&MN CINCPACFLT FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION II (FY 02) (cont.)
0209AF	FOR USE WITH RDT&E FUNDS
0209AG	FOR USE WITH WPN FUNDS
0209AH	FOR USE WITH OPN C41 FUNDS
0209AJ	FOR USE WITH O&MN C4I FUNDS
0209AK	FOR USE WITH SCN FUNDS
0210	PROVISIONING TECHNICAL DOCUMENTATION (See DD Form 1423, Exhibit"B", attached hereto). Price* included in price for Item 0209.
0211	PROVIDE SERVICES AS A TECHNICAL MANUAL MAINTENANCE ACTIVITY (TMMA)
0211AA	FOR USE WITH OPN FUNDS
0211AB	FOR USE WITH O&MN FUNDS
0211AC	FOR USE WITH EX2 O&MN FUNDS
0211AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0211AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0211AF	FOR USE WITH RDT&E FUNDS
0211AG	FOR USE WITH WPN FUNDS
0211AH	FOR USE WITH OPN C41 FUNDS
0211AJ	FOR USE WITH O&MN C4I FUNDS
0211AK	FOR USE WITH SCN FUNDS
0212	DATA FOR ITEM 0211 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Item 0211.
	*As used in this contract, "price" means estimated cost

SECTION B

plus fee.

ITEM	SUPPLIES AND/OR SERVICES OPTION III (FY 03) (See Note B)
0301	ENGINEERING SERVICES, SHIP ALTERATION (SHIPALT) DEVELOPMENT AND INSTALLATION SUPPORT
0301AA	FOR USE WITH OPN FUNDS
0301AB	FOR USE WITH O&MN FUNDS
0301AC	FOR USE WITH EX2 O&MN FUNDS
0301AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0301AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0301AF	FOR USE WITH RDT&E FUNDS
0301AG	FOR USE WITH WPN FUNDS
0301AH	FOR USE WITH OPN C4I FUNDS
0301AJ	FOR USE WITH O&MN C4I FUNDS
0301AK	FOR USE WITH SCN FUNDS
0302	PLANNING YARD OPERATION CYCLE INTEGRATION AND PROGRAM MANAGEMENT SUPPORT
0302AA	FOR USE WITH OPN FUNDS
0302AB	FOR USE WITH O&MN FUNDS
0302AC	FOR USE WITH EX2 O&MN FUNDS
0302AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0302AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0302AF	FOR USE WITH RDT&E FUNDS
0302AG	FOR USE WITH WPN FUNDS
0302AH	FOR USE WITH OPN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION III (FY 03) (cont.)
0302AJ	FOR USE WITH O&MN C4I FUNDS
0302AK	FOR USE WITH SCN FUNDS
0303	LONG RANGE PLANNING SUPPORT
0303AA	FOR USE WITH OPN FUNDS
0303AB	FOR USE WITH O&MN FUNDS
0303AC	FOR USE WITH EX2 O&MN FUNDS
0303AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0303AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0303AF	FOR USE WITH RDT&E FUNDS
0303AG	FOR USE WITH WPN FUNDS
0303AH	FOR USE WITH OPN C41 FUNDS
0303AJ	FOR USE WITH O&MN C4I FUNDS
0303AK	FOR USE WITH SCN FUNDS
0304	PLANNING YARD TYPE COMMANDER SUPPORT
0304AA	FOR USE WITH OPN FUNDS
0304AB	FOR USE WITH O&MN FUNDS
0304AC	FOR USE WITH EX2 O&MN FUNDS
0304AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0304AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0304AF	FOR USE WITH RDT&E FUNDS
0304AG	FOR USE WITH WPN FUNDS
0304AH	FOR USE WITH OPN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION III (FY 03) (cont.)
0304AJ	FOR USE WITH O&MN C4I FUNDS
0304AK	FOR USE WITH SCN FUNDS
0305	SHIP CONFIGURATION AND LOGISTIC SUPPORT INFORMATION SYSTEM (SCLSIS) AND CONFIGURATION DATA MANAGEMENT (CDM) SUPPORT
0305AA	FOR USE WITH OPN FUNDS
0305AB	FOR USE WITH O&MN FUNDS
0305AC	FOR USE WITH EX2 O&MN FUNDS
0305AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0305AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0305AF	FOR USE WITH RDT&E FUNDS
0305AG	FOR USE WITH WPN FUNDS
0305AH	FOR USE WITH OPN C4I FUNDS
0305AJ	FOR USE WITH O&MN C4I FUNDS
0305AK	FOR USE WITH SCN FUNDS
0306	RESEARCH ENGINEERING
0306AA	FOR USE WITH OPN FUNDS
0306AB	FOR USE WITH O&MN FUNDS
0306AC	FOR USE WITH EX2 O&MN FUNDS
0306AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0306AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0306AF	FOR USE WITH RDT&E FUNDS
0306AG	FOR USE WITH WPN FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION III (FY 03) (cont.)
0306AH	FOR USE WITH OPN C4I FUNDS
0306AJ	FOR USE WITH O&MN C4I FUNDS
0306AK	FOR USE WITH SCN FUNDS
0307	PLANNING YARD CONTINUOUS ACQUISITION AND LIFE-CYCLE SUPPORT (CALS) INITIATIVES SUPPORT
0307AA	FOR USE WITH OPN FUNDS
0307AB	FOR USE WITH O&MN FUNDS
0307AC	FOR USE WITH EX2 O&MN FUNDS
0307AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0307AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0307AF	FOR USE WITH RDT&E FUNDS
0307AG	FOR USE WITH WPN FUNDS
0307AH	FOR USE WITH OPN C4I FUNDS
0307AJ	FOR USE WITH O&MN C4I FUNDS
0307AK	FOR USE WITH SCN FUNDS
0308	DATA FOR ITEMS 0301-0307 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Items 0301-0307.
0309	Provisioned Items Order (PIO) and other Planning Yard Material (See Note A)
0309AA	FOR USE WITH OPN FUNDS
0309AB	FOR USE WITH O&MN FUNDS
0309AC	FOR USE WITH EX2 O&MN FUNDS
0309AD	FOR USE WITH O&MN CINCLANTFLT FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION III (FY 03) (cont.)
0309AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0309AF	FOR USE WITH RDT&E FUNDS
0309AG	FOR USE WITH WPN FUNDS
0309AH	FOR USE WITH OPN C41 FUNDS
0309AJ	FOR USE WITH O&MN C4I FUNDS
0309AK	FOR USE WITH SCN FUNDS
0310	PROVISIONING TECHNICAL DOCUMENTATION (See DD Form 1423, Exhibit"B", attached hereto). Price* included in price for Item 0309.
0311	
	ACTIVITY (TMMA)
0311AA	FOR USE WITH OPN FUNDS
0311AA 0311AB	FOR USE WITH OPN FUNDS
	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS
0311AB	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS
0311AB 0311AC 0311AD	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS
0311AB 0311AC 0311AD	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS
0311AB 0311AC 0311AD 0311AE	FOR USE WITH OPN FUNDS FOR USE WITH O&MN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS FOR USE WITH O&MN CINCPACFLT FUNDS FOR USE WITH RDT&E FUNDS
0311AB 0311AC 0311AD 0311AE 0311AF	FOR USE WITH OPN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS FOR USE WITH O&MN CINCPACFLT FUNDS FOR USE WITH RDT&E FUNDS FOR USE WITH WPN FUNDS
0311AB 0311AC 0311AD 0311AE 0311AF 0311AG	FOR USE WITH OPN FUNDS FOR USE WITH EX2 O&MN FUNDS FOR USE WITH O&MN CINCLANTFLT FUNDS FOR USE WITH O&MN CINCPACFLT FUNDS FOR USE WITH RDT&E FUNDS FOR USE WITH WPN FUNDS FOR USE WITH OPN C41 FUNDS

SUPPLIES AND/OR SERVICES OPTION III (FY 03) (cont.)

0312 DATA FOR ITEM 0311 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Item 0311.

*As used in this contract, "price" means estimated cost plus fee.

ITEM	SUPPLIES AND/OR SERVICES OPTION IV (FY 04) (See Note B)
0401	ENGINEERING SERVICES, SHIP ALTERATION (SHIPALT) DEVELOPMENT AND INSTALLATION SUPPORT
0401AA	FOR USE WITH OPN FUNDS
0401AB	FOR USE WITH O&MN FUNDS
0401AC	FOR USE WITH EX2 O&MN FUNDS
0401AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0401AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0401AF	FOR USE WITH RDT&E FUNDS
0401AG	FOR USE WITH WPN FUNDS
0401AH	FOR USE WITH OPN C4I FUNDS
0401AJ	FOR USE WITH O&MN C4I FUNDS
0401AK	FOR USE WITH SCN FUNDS
0402	PLANNING YARD OPERATION CYCLE INTEGRATION AND PROGRAM MANAGEMENT SUPPORT
0402AA	FOR USE WITH OPN FUNDS
0402AB	FOR USE WITH O&MN FUNDS
0402AC	FOR USE WITH EX2 O&MN FUNDS
0402AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0402AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0402AF	FOR USE WITH RDT&E FUNDS
0402AG	FOR USE WITH WPN FUNDS
0402AH	FOR USE WITH OPN C41 FUNDS
0402AJ	FOR USE WITH O&MN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION IV (FY 04) (cont.)
0402AK	FOR USE WITH SCN FUNDS
0403	LONG RANGE PLANNING SUPPORT
0403AA	FOR USE WITH OPN FUNDS
0403AB	FOR USE WITH O&MN FUNDS
0403AC	FOR USE WITH EX2 O&MN FUNDS
0403AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0403AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0403AF	FOR USE WITH RDT&E FUNDS
0403AG	FOR USE WITH WPN FUNDS
0403AH	FOR USE WITH OPN C4I FUNDS
0403AJ	FOR USE WITH O&MN C41 FUNDS
0403AK	FOR USE WITH SCN FUNDS
0404	PLANNING YARD TYPE COMMANDER SUPPORT
0404AA	FOR USE WITH OPN FUNDS
0404AB	FOR USE WITH O&MN FUNDS
0404AC	FOR USE WITH EX2 O&MN FUNDS
0404AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0404AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0404AF	FOR USE WITH RDT&E FUNDS
0404AG	FOR USE WITH WPN FUNDS
0404AH	FOR USE WITH OPN C4I FUNDS
0404AJ	FOR USE WITH O&MN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION IV (FY 04) (cont.)
0404AK	FOR USE WITH SCN FUNDS
0405	SHIP CONFIGURATION AND LOGISTIC SUPPORT INFORMATION SYSTEM (SCLSIS) AND CONFIGURATION DATA MANAGEMENT (CDM) SUPPORT
0405AA	FOR USE WITH OPN FUNDS
0405AB	FOR USE WITH O&MN FUNDS
0405AC	FOR USE WITH EX2 O&MN FUNDS
0405AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0405AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0405AF	FOR USE WITH RDT&E FUNDS
0405AG	FOR USE WITH WPN FUNDS
0405AH	FOR USE WITH OPN C4I FUNDS
0405AJ	FOR USE WITH O&MN C4I FUNDS
0405AK	FOR USE WITH SCN FUNDS
0406	RESEARCH ENGINEERING
0406AA	FOR USE WITH OPN FUNDS
0406AB	FOR USE WITH O&MN FUNDS
0406AC	FOR USE WITH EX2 O&MN FUNDS
0406AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0406AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0406AF	FOR USE WITH RDT&E FUNDS
0406AG	FOR USE WITH WPN FUNDS
0406AH	FOR USE WITH OPN C4I FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION IV (FY 04) (cont.)
0406AJ	FOR USE WITH O&MN C4I FUNDS
0406AK	FOR USE WITH SCN FUNDS
0407	PLANNING YARD CONTINUOUS ACQUISITION AND LIFE-CYCLE SUPPORT (CALS) INITIATIVES SUPPORT
0407AA	FOR USE WITH OPN FUNDS
0407AB	FOR USE WITH O&MN FUNDS
0407AC	FOR USE WITH EX2 O&MN FUNDS
0407AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0407AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0407AF	FOR USE WITH RDT&E FUNDS
0407AG	FOR USE WITH WPN FUNDS
0407AH	FOR USE WITH OPN C4I FUNDS
0407AJ	FOR USE WITH O&MN C4I FUNDS
0407AK	FOR USE WITH SCN FUNDS
0408	DATA FOR ITEMS 0401-0407 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Items 0401-0407.
0409	Provisioned Items Order (PIO) and other Planning Yard Material (See Note A)
0409AA	FOR USE WITH OPN FUNDS
0409AB	FOR USE WITH O&MN FUNDS
0409AC	FOR USE WITH EX2 O&MN FUNDS
0409AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0409AE	FOR USE WITH O&MN CINCPACFLT FUNDS

ITEM	SUPPLIES AND/OR SERVICES OPTION IV (FY 04) (cont.)
0409AF	FOR USE WITH RDT&E FUNDS
0409AG	FOR USE WITH WPN FUNDS
0409AH	FOR USE WITH OPN C4I FUNDS
0409AJ	FOR USE WITH O&MN C4I FUNDS
0409AK	FOR USE WITH SCN FUNDS
0410	PROVISIONING TECHNICAL DOCUMENTATION (See DD Form 1423, Exhibit"B", attached hereto). Price* included in price for Item 0409.
0411	PROVIDE SERVICES AS A TECHNICAL MANUAL MAINTENANCE ACTIVITY (TMMA)
0411AA	FOR USE WITH OPN FUNDS
0411AB	FOR USE WITH O&MN FUNDS
0411AC	FOR USE WITH EX2 O&MN FUNDS
0411AD	FOR USE WITH O&MN CINCLANTFLT FUNDS
0411AE	FOR USE WITH O&MN CINCPACFLT FUNDS
0411AF	FOR USE WITH RDT&E FUNDS
0411AG	FOR USE WITH WPN FUNDS
0411AH	FOR USE WITH OPN C4I FUNDS
0411AJ	FOR USE WITH O&MN C4I FUNDS
0411AK	FOR USE WITH SCN FUNDS
0412	DATA FOR ITEM 0411 (See DD Form 1423, Exhibit "A", attached hereto). Price* included in price for Item 0411.
	*As used in this contract, "price" means estimated cost

plus fee.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (CONTINUED)

ITEM	MAN-HOURS	ESTIMATED COST	BASE FEE*	AWARD FEE	TOTAL AMOUNT	
0001		\$	\$	\$	\$	
0002		\$	\$	\$	\$	
0003		\$	\$	\$	\$	
0004		\$	\$	\$	\$	
0005		\$	\$	\$	\$	
0006		\$	\$	\$	\$	
0007		\$	\$	\$	\$	
8000	NSP	NSP	NSP	NSP	NSP	
0009 (See C-1 clause entitled "Provisioned Items Order - ALT I (NAVSEA)(NOV 96)")						
0010	NSP	NSP	NSP	NSP	NSP	
0011		\$	\$	\$	\$	
0012	NSP	NSP	NSP	NSP	NSP	
GRAND TOTAL		\$	\$	\$	\$	

^{*}See "PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)" below.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (CONTINUED)

ITEM	MAN-HOURS	ESTIMATED COST	BASE FEE*	AWARD FEE	TOTAL AMOUNT	
0101		\$	\$	\$	\$	
0102		\$	\$	\$	\$	
0103		\$	\$	\$	\$	
0104		\$	\$	\$	\$	
0105		\$	\$	\$	\$	
0106		\$	\$	\$	\$	
0107		\$	\$	\$	\$	
0108	NSP	NSP	NSP	NSP	NSP	
0109 (See C-1 clause entitled "Provisioned Items Order - ALT I (NAVSEA)(NOV 96)")						
0110	NSP	NSP	NSP	NSP	NSP	
0111		\$	\$	\$	\$	
0112	NSP	NSP	NSP	NSP	NSP	
GRAND TOTAL		\$	\$	\$	\$	

^{*}See "PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)" below.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (CONTINUED)

ITEM	MAN-HOURS	ESTIMATED COST	BASE FEE*	AWARD FEE	TOTAL AMOUNT	
0201		\$	\$	\$	\$	
0202		\$	\$	\$	\$	
0203		\$	\$	\$	\$	
0204		\$	\$	\$	\$	
0205		\$	\$	\$	\$	
0206		\$	\$	\$	\$	
0207		\$	\$	\$	\$	
0208	NSP	NSP	NSP	NSP	NSP	
0209 (See C-1 clause entitled "Provisioned Items Order - ALT I (NAVSEA)(NOV 96)")						
0210	NSP	NSP	NSP	NSP	NSP	
0211		\$	\$	\$	\$	
0212	NSP	NSP	NSP	NSP	NSP	
GRAND TOTAL		\$	\$	\$	\$	

^{*}See "PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)" below.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (CONTINUED)

ITEM	MAN-HOURS	ESTIMATED COST	BASE FEE*	AWARD FEE	TOTAL AMOUNT	
0301		\$	\$	\$	\$	
0302		\$	\$	\$	\$	
0303		\$	\$	\$	\$	
0304		\$	\$	\$	\$	
0305		\$	\$	\$	\$	
0306		\$	\$	\$	\$	
0307		\$	\$	\$	<u>\$</u>	
0308	NSP	NSP	NSP	NSP	NSP	
0309 (See C-1 clause entitled "Provisioned Items Order - ALT I (NAVSEA)(NOV 96)")						
0310	NSP	NSP	NSP	NSP	NSP	
0311		\$	\$	\$	\$	
0312	NSP	NSP	NSP	NSP	NSP	
GRAND TOTAL		\$	\$	\$	\$	

^{*}See "PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)" below.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS (CONTINUED)

ITEM	MAN-HOURS	ESTIMATED COST	BASE FEE*	AWARD FEE	TOTAL AMOUNT	
0401		\$	\$	\$	\$	
0402		\$	\$	\$	\$	
0403		\$	\$	\$	\$	
0404		\$	\$	\$	\$	
0405		\$	\$	\$	\$	
0406		\$	\$	\$	\$	
0407		\$	\$	\$	\$	
0408	NSP	NSP	NSP	NSP	NSP	
0409 (See C-1 clause entitled "Provisioned Items Order - ALT I (NAVSEA)(NOV 96)")						
0410	NSP	NSP	NSP	NSP	NSP	
0411		\$	\$	\$	\$	
0412	NSP	NSP	NSP	NSP	NSP	
GRAND TOTAL		\$	\$	\$	\$	

^{*}See "PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA)" below.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION Of FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

NOTE A: See C-1 clause entitled "Provisioned Items Order - ALT I (NAVSEA) (NOV 1996)"

NOTE B: Option item to which the option clause in SECTION 1-2 applies and which is to be supplied only if and to the extent said option is exercised.

The Cost of Money for Facilities Capital (COM) is not a fee bearing cost under this contract. However, such amount is included in the total estimated cost for the purpose of the "LIMITATION OF COST" clause in this contract.

The maximum BASE FEE plus AWARD FEE shall not exceed 10% of feebearing cost.

The maximum BASE FEE shall not exceed 3% of the fee-bearing estimated cost.

The AWARD FEE pool can exceed 7% of the fee-bearing cost only if there is a corresponding decrease in BASE FEE. The Contractor shall not propose any separate limitation (or "cap") of AWARD FEE during performance of the contract under the B-1 clause entitled, "DETERMINATION OF AWARD FEE".

B-1 DETERMINATION OF AWARD FEE (NAVSEA)

(a) Minimum Fee

The base fee, as set forth in Section B of this contract, shall constitute a minimum fee to be paid for the performance of this contract. The Base Fee shall be paid in accordance with the clause of this contract entitled "FIXED FEE" (FAR 52.216-8).

(b) Award Fee

In addition to the minimum (or base fee) to be paid hereunder, the Contractor may earn an award fee as determined by the Award Fee Determining Official (AFDO). It is recognized that the standards by which the Contractor's performance is to be gauged are not susceptible to precise definition; however, the general areas on which particular emphasis will be placed in evaluating the Contractor's performance are set forth in paragraph (g) below. The Government's purpose in granting an award fee is to encourage and reward superior Contracting effort at and above acceptable performance of this contract. The specifics for evaluation are set forth in paragraphs that follow.

(c) Award Fee Evaluation Board

The Contractor's performance evaluation for each period will be conducted by an Award Fee Evaluation Board (AFEB) consisting of no less than six of the following members (or designated alternates):

- (1) Deputy Fleet Introduction Director (PEO TSC-F1) (Chairman)
- (2) Operating Cycle Management Team Leader (PEO TSC-F4) (Vice Chairman)
- (3) Shipbuilding Director (PEO TSC-D)
- (4) Deputy Shipbuilding Director (PEO TSC-D1)
- (5) Deputy Technical Director (PEO TSC-B1)
- (6) Operations Director (PEO TSC-E)
- (7) Systems Acquisition Director (PEO TSC-G)
- (8) Procuring Contracting Officer (SEA 0223)
- (9) Design Management Director (SEA 03D)
- (10) Supervisor of Shipbuilding Representative

(d) Award Fee Determining Official

At the end of each performance period as set forth in this provision, the AFDO, hereby designated as the Fleet Introduction Director (PEO TSC-F), shall make determinations of the award fee, which will be paid to the Contractor for work during the period under evaluation, based upon the performance evaluation recommended by the AFEB established pursuant to paragraph (c) above and any other pertinent information.

(e) Award Fee Determination and Reclama Procedures

- (1) Within fifteen (15) calendar days after the end of each evaluation period under the contract, the Contractor shall furnish to the AFEB such information as may be reasonably required, including a self-evaluation and statement of cost incurred, to assist the AFEB in evaluating the Contractor's performance during that evaluation period.
- (2) Within 45 calendar days after the end of the evaluation period, the AFEB shall receive reports, oral and/or written, as considered necessary, from Government performance monitors designated by the Chairman of the AFEB. The AFEB shall consider the reports of the Government monitors, and any other relevant data and shall arrive at a consensus recommended score for each category. The Contractor may be invited to have a senior representative present during reports by Government monitors, but not during AFEB deliberations and voting.
- (3) Within five (5) calendar days after the AFEB deliberations, the Chairman of the AFEB shall advise the Award Fee Determining Official of the AFEB's recommended grades and award fee amounts and summary rationale.
- (4) Within ten (10) calendar days following the AFEB recommendation, the AFDO will provide the award fee determination in writing to the Contractor with a copy to the Procuring Contracting Officer setting forth the award fee determination, with summary rationale.
- (5) In the event that the Contractor concurs in the award fee determination in (4) above, the AFDO's determination shall be final.

- (6) The Contractor may, within six (6) calendar days of receipt of the award fee determination, submit a request for reconsideration.
 - (a) Any such request shall identify and explain specific facts that the Contractor believes should be considered and shall present all relevant performance, both negative and positive, for each category, factor and element which the Contractor believes merits a different evaluation.
 - (b) Any such request shall be submitted to the AFDO with simultaneous copies to the Procuring Contracting Officer and the Chairman of the AFEB.
 - (c) If a request for reconsideration is not received by the Procuring Contracting Officer within the above time period, it will be considered that the Contractor has concurred in the award fee determination in (4) above.
- (7) In the event that the Contractor submits a timely request for reconsideration, the AFDO shall provide to the Procuring Contracting Officer a final award fee determination within ten (10) calendar days of receipt of the Contractor's request.
- (8) Within twenty-one (21) calendar days of receipt of the final award fee determination, the Contracting Officer shall issue a unilateral modification to the contract to provide for the earned award fee.

(f) Finality of Award Fee Determination Official's Determination

Determinations of the Award Fee Determining Official with respect to the amount of the award fee to be paid to the Contractor are final and shall not be subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(g) Evaluation Categories and Factors

The following categories and factors represent the general areas of Contractor performance which may be considered by the AFEB in the determination of the periodic Award Fee allocations throughout the performance of the contract. The Contractor's performance during each evaluation period will be based on the five categories as listed below, which include, but are not

limited to, the factors listed within the categories. The factors will generally be evaluated for quality, timeliness, responsiveness, cost performance and overall management.

- (1) Schedule Performance
- (2) Technical Quality Performance
- (3) Program Management Performance
- (4) Cost Performance
- (5) Material Kitting Performance

For each evaluation period, the category weighting factors will be 20%, 20%, 20%, 20%, 20% respectively. The Government may, at its discretion, unilaterally make changes in the evaluation categories as well as adjustments to the weighing of categories, if any, prior to commencement of each evaluation period. These changes will be made by unilateral modification issued by the Procuring Contracting Officer, and notice will be provided to the Contractor prior to commencement of the evaluation period. Unsatisfactory performance under a performance fee criterion may result in an increased weighing for the criteria during future evaluation periods.

(1) Schedule Performance

- (i) Effectiveness in supporting ships in and out of industrial availabilities.
- (ii) Timely delivery of cost proposals, material lists and work specifications.
- (iii) Effectiveness in meeting preplanned milestones. Particular consideration will be given to the Contractor's ability to: review schedule progress biweekly with the government; maintain adequate progress in anticipation of completion of milestones; identify potential or actual problem(s) to the government; and coordination of Contractor and Government to resolve problem(s) mutually.
- (iv) Effectiveness in the recovery from and in the correction of root causes leading to missed events.
- (v) Effectiveness of resource utilization, to meet planning and production schedules. This may include such items as methods and procedures to minimize time lost on the job and between jobs, and to perform work with a reasonable number of qualified personnel.

- (vi) Effectiveness in responding to Liaison Action Records (LARs).
- (vii) Effectiveness in maintaining all OP CYCLE Management Planning (OCMP) milestones current and accurate and providing access to data.
- (viii) Consideration for the delivery of technical and advance planning documents, progress reports, and SHIPALT cost estimates.
- (ix) Effectiveness in establishing and maintaining a timely and efficient scheduling system. Particular emphasis will be placed on establishment and timely updating of scheduling system that properly integrates contractor furnished material, government furnished material, planning and production labor, including subcontractor effort, into cost effective planning and execution of availabilities.
- (x) The ability to schedule, monitor, and produce specifications, technical drawings, data and other products which represent practical engineering solutions based on trade-offs between total costs, reliability, maintainability and producibility.

(2) Technical Quality Performance

- (i) Liaison with Navy and Contractors, to obtain necessary technical data and documents required to issue drawings, work specifications, test procedures, test plans, availability analyses, and similar documents in performing repairs and alterations. Consideration for use of simple solutions and economic work methods for accomplishment. The number of jobs held up for lack of engineering information, and rapidity with which waterfront engineering problems are resolved.
- (ii) Effectiveness of emergent repairs and alterations, as indicated by completeness of the work, minimum number of post-repair deficiencies and satisfactory completion of post repair tests with little or no rework and retest in the period during which sea trials occurs. This includes the ability to develop (rapidly) the drawing package to support fast

track alterations, prototypes or necessary work instructions.

- (iii) Effectiveness in minimizing causes for growth and new work for industrial availabilities.
- (iv) Effectiveness in integrating total availability work packages on a ship operating cycle basis.
- (v) Effectiveness in performing Class planning, e.g., long range planning and maintenance planning.
- (vi) Effectiveness of the contractor in the use of Government Furnished Information (GFI) and Navy Stock Number (NSN) standard stock material. Consideration for the timeliness of waiver requests, changes, identification of documentation errors or problems.
- (vii) Effectiveness of applying Navy technical specifications to control the quality of drawings (detail design), test procedures, work specifications, and technical instructions to accomplish alterations and repairs.
- (viii) Consideration for the development and quality of drawings, test procedures, work specifications, and technical instructions to accomplish alterations and repairs.
- (ix) Consideration for the ability to evaluate problems and provide corrective actions demonstrating a complete knowledge of engineering principles, such that the Supervisor can evaluate methods and solutions for job accomplishment.
- (x) Effectiveness of responding to and controlling technical details, such that the required ship configuration or system compatibility is maintained with the Class.
- (xi) Effectiveness in problem anticipation or problem avoidance.
- (xii) Effectiveness in reducing availability durations.

- (xiii) Responsiveness in issuing drawings, sketches, work specifications, LARs, and similar documents required by the Supervisor, and by the waterfront organization in performing repairs and alterations. Consideration for the use of simple solutions and economic work methods for job accomplishment, the number of milestones missed because of deficient engineering and planning information and the cost of rework caused by inadequate contractor technical documentation or solutions to work requirements. This includes an aggressive approach to incorporate LARs, drawing changes and lessons learned in future availabilities to minimize government execution costs.
- (xiv) Effectiveness in controlling all Government property provided to or acquired by the Contractor, from initial receipt through final disposition.
- (xv) Effectiveness in ability to perform total material management functions.
- (xvi) Effectiveness in fulfilling the in-process quality assurance program. Also, completeness in identifying and correcting quality deficiencies and their causes in a timely manner.
- (xvii) Effectiveness of the engineering, material, and planning organizations in the assimilation and effective use of advance planning technical direction and guidance such as advance planning and authorization letters, material data, etc., in the orderly accomplishment of the advance planning function for availabilities.
- (xviii) Effectiveness of material transition, including the percentage of kit(s) provided for availabilities.
- (xix) Effectiveness in identifying material that is available to support need and in-yard date and availability to perform concurrent engineering.

(3) Program Management Performance

(i) Responsiveness to the needs of the Fleet (TYCOMs and ships).

- (ii) Consideration to timely negotiation and definitization of change orders, including prompt and timely submission of proposals and cost estimates and willingness to provide information required by the Government for negotiations.
- (iii) Effectiveness of the Program Office, Washington Technical Office, and Fleet Support Offices in coordinating problem anticipation or problem avoidance, as well as implementation of timely corrective action in problem areas which could affect achievement of milestones. Consideration will be given to the prevention of schedule slippage through use of regular management reviews of job techniques, material selection, subcontractor utilization and manpower.
- (iv) Effectiveness of the Contractor in the use of GFI. The Contractor will be judged on the effectiveness in detecting technical errors in GFI prior to production and on the effectiveness in working with the Supervisor to resolve problems before they have an adverse impact. The Contractor will be judged on his ability to apply GFI to his engineering of work, use of GFI in installation, test, and checkout of completed work.
- (v) The responsiveness of the contractor's purchasing in obtaining and providing the material necessary to maintain waterfront schedules. Factors such as: the number of jobs held up because lack of material; cost savings obtained through the use of economic purchasing techniques (i.e., procurement options or multi-unit purchases where appropriate); and the avoidance of expenditures on such things as premium transportation costs will be considered. The selection of cost effective material, when several approved options exist, will be considered.
- (vi) Timely submission of condition reports by the Contractor, fair negotiation of changes, and willingness to provide information needed by the Government for timely negotiations.
- (vii) Responsiveness, timeliness and effectiveness of the Contractor's accomplishment of non-scheduled

emergent work, outside of scheduled availability periods.

- (viii) Effectiveness in maintaining waterfront resource stability.
- (ix) Consideration for the effectiveness in automating processes.
- (x) Effective and efficient use of resources including the timely projections of resource requirements.
- (xi) Effectiveness of the on-scene availability management team with respect to: the quality and timeliness of the support provided during availability execution; the ability of the planning yard to remain current in availability issues and to ensure that accurate, timely and informed communications are maintained with the ship, TYCOM, and Surface Combatant Program Manager.
- (xii) Effectiveness of the planning yards' efforts in support of the Combatant Homeport Engineering Team (CHET) management concept. This includes progressive and innovative management techniques in comparison to the more traditional approach of performing only assigned tasks.
- (xiii) Responsiveness of the planning yards' management team in striving constantly to improve the Navy's availability advance planning and execution processes. Team building and proactive workload sharing between Government activities and the planning yard to avoid potential duplication of efforts and capitalizing on automation advances to increase functional efficiencies.
- (xiv) Effectiveness of the planning yards' management team in providing to the Government an integrated maintenance and modernization package (technical data, TSTRs, etc.).

(4) Cost Performance

- (i) Effectiveness in meeting the cost performance plan with a target represented by the negotiated estimated cost.
- (ii) Effectiveness in early identification of cost or problems and timely resolution with identified problems. The timely and accurate submission of cost performance and status of funds.
- (iii) Effectiveness of the Contractor's ability to control costs, and to avoid unnecessary cost increases, will be evaluated. Particular emphasis will be placed on the Contractor's ability to estimate correctly the first time, to maintain the initial budget, and to make cost effective decisions with respect to technical requirements, schedule and quality control.
- (iv) Any special or innovative cost control and cost avoidance initiatives.
- (v) The cost effective and timely production of those advance planning products, whether deliverables under the contract or required for the Contractor's internal production planning.

(5) Material Kitting Performance

- (i) Quality and timeliness of SHIPALT long-lead time material (LLTM) summary reports and costs estimates.
- (ii) Effectiveness and timeliness of resolving material kitting problems.
- (iii) Effectiveness in responding to requests to use Class Common Equipment assets.

Factors within categories are not assigned predetermined importance or weights, and their relative importance is at the discretion of the AFEB members and the AFDO in making the evaluations and is expected to vary from period to period, depending upon scheduled and actual activities.

(h) Evaluation Periods

Award Fee Evaluation periods are as set forth below. The AFEB will evaluate the Contractor's performance during each

evaluation period. Award Fee Evaluations will commence not later than 90 calendar days following the end of each evaluation period. The evaluation periods shall be:

			Award Fee		
Periods	Begin	Ends* Poo	ol Availabilities		
BASE YEAR (CLINS 0001-001	L2)				
1st Evaluation Period	AWARD	MAR 2000	50%		
2nd Evaluation Period	APR 2000	SEP 2000	50%		
OPTION YEAR 1 (CLINS 010)					
3rd Evaluation Period	OCT 2000	MAR 2001	50%		
4th Evaluation Period	APR 2001	SEP 2001	50%		
OPTION YEAR 2 (CLINS 0201-0212)					
5th Evaluation Period	OCT 2001	MAR 2002	50%		
6th Evaluation Period	APR 2002	SEP 2002	50%		
OPTION YEAR 3 (CLINS 0301-0312)					
7th Evaluation Period	OCT 2002	MAR 2003	50%		
8th Evaluation Period	APR 2003	SEP 2003	50%		
OPTION YEAR 4 (CLINS 0401-0412)					
9th Evaluation Period	OCT 2003	MAR 2004	50%		
10th Evaluation Period	APR 2004	SEP 2004	50%		

* All period completions falling before the last day of a month are to be adjusted to the end of the month.

The award fee directed periods may be changed by unilateral contract modification. Unearned award fee from each period shall not be carried forward to a succeeding period.

(i) Award Fee Pool Adjustment

Firm requirements for each year (including options, if exercised) include all CLINs dilineated in SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.

The award fee pool amounts set forth in SECTION B reflect the expected incurrence of the same percentage of level of effort labor hours to total labor hours for the period of performance as the percentage of months in the evaluation period to the months in the period of performance. However, the award fee pool amount may be subject to adjustment to reflect the

actual level of effort provided by the Contractor during the appropriate evaluation period. The Government may make an upward or downward adjustment in the award fee pool at the completion of each evaluation period, whenever the actual level of effort provided varies from the estimated level of effort identified in SECTION B. Adjustment to the award fee pool for an evaluation period shall be determined prior to the Evaluation Board meeting.

Any downward adjustment made as a result of the actual level of effort provided for the first or second evaluation period of any year shall not be considered unearned award fee for the applicable evaluation period, and shall be available for the next evaluation period within the applicable period of performance. If the actual level of effort provided during the first or second evaluation period is greater than the estimated level of effort to be provided during that evaluation period, the award fee pool for any such period may be increased in direct proportion to the actual level of effort provided. Any portion of the award fee pool not earned for such a period shall not be available for future evaluation periods. In no event shall the total award fee pool for the evaluation periods in any one year exceed one hundred percent (100%) of the award fee pool listed in SECTION B for that year.

(j) Award Fee Determination in Event of Termination or Discontinuance

In the event that this contract is terminated pursuant to FAR Clause 52.249-6 of this contract entitled "TERMINATION (COST-REIMBURSEMENT) (May 1986)" or in the event this contract is discontinued pursuant to FAR clause 52.232-20 of this contract entitled "LIMITATION OF COST (APR 1984)", the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of the award fee pool, if any, shall be equitably adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

(k) Award Fee Ratings

(1) In evaluating Contractor performance, the following adjective and numerical ratings will be used:

Numerical	Adjective		
Rating	Rating	Adjective	Definitions

86-100	Outstanding	The Contractor's performance clearly exceeds the minimum by a substantial margin and the Monitor can cite some areas for improvement, most of which are minor.
75-85	Excellent	The Contractor's performance exceeds the minimum; there are several areas for improvement, but these are offset by better performance in other areas.
65-74	Good	The Contractor's performance generally exceeds the minimum; areas for significant improvement are approximately offset by better performance in other areas.
50-64	Acceptable	The Contractor's performance is minimum and, although there are areas of good-or-better performance, these are offset by lower performance in other areas.
30-49	Marginal	The Contractor's performance is less than minimum by a substantial margin; and the Monitor can cite many areas for improvement which are not offset by better performance in other areas. Less satisfactory performance would be unacceptable.
0-29	Minimal	The Contractor's performance is below minimum acceptable standards and performance requires major improvement in an extremely large number of specific categories.

(2) The relationship of the percent of award fee pool to be paid for each contract line item evaluated (subject to the determination of the Award Fee Determining Official) to the performance rating will be as follows:

Award Fee = Numerical Score (expressed as a percentage with a maximum of 100%) X Award Fee Pool for that period

(3) The Contractor is not entitled to any award fee for a rating of 50 or below.

(1) Maximum Fee

In no event shall the total fee (base fee plus award fee) under this contract exceed 10 percent of total estimated cost.

(m) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant Payment Office, together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period. The Contractor's invoice shall show the amount of award fee payable to each sub-line item, which shall be directly proportionate to the amount or allowable Estimated Cost (exclusive of base fee and FCCOM) incurred by the Contractor during the Evaluation Period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be effected.

B-2 NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address: DCAA Bath, 700 Washington Street, Bath, ME 04530-0999 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the

Contracting Officer Representative (COR) identified in Section G. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than $\underline{60}$ calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system which supply/service is provided.
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 - [X] is required with each invoice submittal.
 - [] is required only with final invoice.
 - [] is not required.
- (f) A Certificate of Performance
 - [X] shall be provided with each invoice submittal.
 - [] is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the

obligations cited in the accounting data so that costs are allocated on a proportional basis.

B-3 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B-4 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JUN 1992)

- (a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.
- (b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make

provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

B-5 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to ______ percent (______ %) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

NOTE: Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

B-6 PROVISIONING TECHNICAL DOCUMENTATION - WITHHOLDING OF PAYMENT (NAVSEA) (SEP 1990)

The PTD is considered to be a part of the "Technical Data" specified to be delivered under this contract for the purposes of the "TECHNICAL DATA--WITHHOLDING OF PAYMENT" (DFARS 252.227-7030) clause. The terms and conditions of the clause entitled "LIMITATION ON WITHHOLDING OF PAYMENTS (FAR 52.232-9), if included in this contract, shall not apply to withholding of payment for failure to make timely delivery of the PTD or delivery of deficient PTD.

B-7 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

- (a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.
- (b) For purposes of this requirement, the intrinsic value of an item is defined as follows:
 - (1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.
 - (2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined

as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

- (c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.
- (d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.
- (e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).
- (f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.
- (g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.
- (h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor

submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

B-8 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) The Contractor shall not be reimbursed for:
 - (i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or
 - (ii) the following daily local travel costs:
 - travel at U.S. Military Installations where Government transportation is available,
 - travel performed for personal convenience/errands, including commuting to and from work, and
 - travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.